

IN THE COURT OF COMMON PLEAS FOR THE STATE OF DELAWARE
IN AND FOR KENT COUNTY

MARK E. BYAM,

Plaintiff-Appellant,

v.

LYNETTE JACKSON,

Defendant-Appellee.

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Case No. CPU5-11-000542

DECISION AFTER TRIAL

Date of trial: May 23, 2011

Date decided: June 22, 2011

JUDGMENT FOR PLAINTIFF

Mr. Mark E. Byam, *pro se*, 914 Carrington Drive, Dover, DE 19904, Plaintiff-Appellant.

Ms. Lynette Jackson, *pro se*, 67 Juniper Court, Smyrna, DE 19977, Defendant-Appellee.

Reigle, J.

This matter was originally filed by Mark E. Byam ("Mr. Byam") against Lynette Jackson ("Ms. Jackson") in the Justice of the Peace Court as a replevin action¹ for return of a bible and an engagement ring. The bible was returned but the ring was not returned and a trial was held. On March 4, 2011, the Court found in favor of Ms. Jackson. Mr. Byam appealed to this Court.² A new trial was held in the Court of Common Pleas on May 23, 2011 and the Court reserved its decision. This is the Court's Final Decision and Order.

The Facts

Mr. Byam testified and introduced several exhibits including a receipt from Gordon's Jewelers, a proposal from Tents & Events, event information from Hilton Garden Inn and a Father's Day card that he received from Ms. Jackson. Ms. Jackson testified and introduced a letter from Mr. Byam on Valentine's Day. In addition, Ms. Davis-Mooney, a manager from Gordon's Jewelers testified. The Complaint filed by Mr. Byam seeks a judgment against Ms. Jackson for the return of a diamond ring or its purchase price.

Mr. Byam and Ms. Jackson met in early October of 2008 and almost immediately began dating. They discussed marriage and began to shop for engagement rings shortly after Christmas in 2008. On January 29, 2009, the pair went to Gordon's Jewelers at the Christiana Mall. They asked a salesperson to show them engagement rings. Due to the price range of the rings, a manager, Ms. Davis-Mooney, assisted also. Ms. Jackson ultimately selected a diamond solitaire ring. While still in the store, Mr. Byam asked Ms. Jackson to marry him and she agreed. The ring was purchased for \$4,175.13. Mr. Byam paid \$1,000.00 in cash and financed the remainder with a Gordon's credit card. A jeweler was called in to size the ring and Ms. Jackson wore it out

¹ The Justice of the Peace Court has jurisdiction over replevin claims which do not exceed \$15,000 pursuant to Del. Code Ann. tit. 10 § 9301(1).

² The Court of Common Pleas has jurisdiction over appeals from the Justice of the Peace Courts in replevin actions pursuant to Del. Code Ann. tit. 10 §§ 9571 and 9640 and such matters are heard by *trial de novo*.

of the store that day. Mr. Byam and Ms. Jackson went to Ms. Jackson's mother's house. Mr. Byam again proposed to Ms. Jackson in front of Ms. Alice Jackson, who then gave the couple her blessing. In the following months, the couple discussed wedding plans, a location and possible purchase of a marital home and children.

During their relationship, the couple did not live together. Rather, each resided with their mothers. Mr. Byam also has a young son, Isaiah, who lived with him.

Apparently, the couple had arguments during their relationship that lead to separations and reconciliations. Both testified to unhappiness with the relationship during this time frame and the speculation as to the cause of the discontent of the other. Eventually the relationship ended on December 22, 2010 and was not revived. Both blamed the other for its demise. However, the Court finds that the split was due to a mutual unwillingness to marry.

Through court filings, Mr. Byam requested the return of the ring or its value. Through her filings, Ms. Jackson refused to return the ring.

Issue Pending Before This Court

The issue pending before the Court is whether plaintiff has proven by a preponderance of the evidence that he is entitled to a return of the ring or judgment for its cost.

The Law

A cause of action for breach of contract to marry previously existed in Delaware. Such actions were abolished in 1972.³ However, the right to seek recovery of an engagement gift remains.⁴ This matter is not a breach of contract to marry. Rather, it is a replevin action for the return of personal property.

"Replevin traditionally is a form of action for recovery of personal property that has been

³ Del. Code Ann. tit. 10 § 3924.

⁴ See 23 Williston on Contracts § 62:28 *Engagement rings and gifts*. (4th ed.)

taken or withheld from the owner unlawfully,⁵ though it also has become a useful method to determine the title to goods and chattels.”⁶ Mr. Byam filed a replevin action in the Justice of the Peace Court seeking the return of property which he claimed was a conditional gift.

In *Machurek v. Wilson*,⁷ this court addressed a similar case and followed the majority view espoused in other jurisdictions which addressed the issue of engagement rings and the obligation of the prospective bride to return the ring to the donor. “The donor of the ring is entitled to its return where the engagement is mutually broken. The rationale for this rule is that an engagement ring is a gift conditional on the subsequent marriage of the parties, and when the condition is not fulfilled, the donee no longer has a right to the ring.”⁸

Opinion and Order

The Court finds by a preponderance of evidence that there was a marriage engagement and that the ring was a marital engagement ring given on the condition of the intended marriage. Mr. Byam proposed and Ms. Jackson accepted in front of a manager of a jewelry store and Ms. Jackson’s mother. They held themselves out as an engaged couple. Ms. Jackson wore the ring. Even though they were never finalized, wedding plans were made. Both parties appeared at appointments regarding the retention of wedding vendors.

In addition, there is a preponderance of evidence from the testimony and the exhibits that the engagement was mutually broken by the parties. This was not a situation where one innocently unsuspecting party was surprised by a wedding being called off. This was a gradual realization by two adults that this was not a relationship that was going to culminate in a marriage. There were probably inappropriate actions taken or statements made by each party, as is often the case

⁵ *Jarvis v. Elliott*, 2010 WL 761089 at *4 (Del. Ch. Mar. 5, 2010) citing *Kohury Factory Outlets, Inc. v. Snyder*, 1996 WL 74725, at *9 (Del. Ch. Jan. 8, 1996) citing *Harlan & Hollingsworth Corp. v. McBride*, 69 A.2d 9 (1949)).

⁶ *Jarvis* at *4, citing *In re Markel*, 254 A.2d 236, 239 (Del. 1969);

⁷ *Machurek v. Wilson*, 2007 WL 2318637 (Del. Com. Pl. Aug. 14, 2007).

⁸ *Machurek* at *1 citing *Spinnell v. Quigley*, 56 Wash.App. 799, 785 P.2d 1149 (Wash. Ct. App. 1990).

in human relationships. However, there is no overwhelming evidence that either side was so manifestly at fault as to find that there was anything but a mutual dissolution of the relationship.

The ring was a conditional gift to Ms. Jackson by Mr. Byam. It was meant to be a gift on the condition that there would be a marriage. When the engagement was mutually broken off by the parties, the condition of a marriage was not satisfied and Mr. Byam was entitled to return of the ring. If Ms. Jackson is unwilling to return the gift; she must pay its cost to Mr. Byam.

The Court finds that Ms. Jackson must pay Mr. Byam \$4,175.13. If Ms. Jackson returns the ring to Mr. Byam by July 22, 2011 and provides notice to this Court by July 29th, this order will be deemed satisfied. If Ms. Jackson chooses not to return the ring, post judgment interest will begin to accrue as of July 22, 2011 at the legal rate.⁹ A Notice of Appeal to Superior Court will be considered an appeal on the order of \$4,175.13 plus interest. This order will become final on July 29, 2011 for purposes of an appeal. Each party shall bear his and her own costs.

IT IS SO ORDERED.


The Honorable Anne Hartnett Reigle

⁹ Del. Code Ann. tit. 6 §2301(a).